

Hammer



County of Los Angeles
CHIEF ADMINISTRATIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION • LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://cao.co.la.ca.us>

DAVID E. JANSSEN
Chief Administrative Officer

October 12, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

Dear Supervisors:

**APPROVAL OF A FIVE-YEAR LEASE AGREEMENT WITH THE CITY OF
LOS ANGELES FOR THE USE OF 2,000 SQUARE FEET OF OFFICE SPACE AT
5925 HOLLYWOOD AVENUE LOCATED IN THE CITY OF LOS ANGELES
(THIRD DISTRICT) (3-VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Make a finding that the subject office space is not required for County use.
2. Approve and instruct the Chairman to sign the attached full service lease agreement and the addendum containing a cancellation clause with the City of Los Angeles for 2,000 square feet of office space at 5925 Hollywood Avenue, Los Angeles, California.
3. Find that this lease is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Class 1, of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987 and Section 15301 of the State CEQA Guidelines.
4. Authorize the Chief Administrative Office (CAO) to implement the project.

The Honorable Board of Supervisors
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PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to enter into a new lease agreement with the City of Los Angeles for the continuing use by Los Angeles City attorneys and staff for 2,000 square feet of office space within the Hollywood Court located at 5925 Hollywood Boulevard.

The City Attorney's Office prosecutes criminal violators in superior court actions, including domestic violence, prostitution, theft, battery and some of the "driving-under-the-influence-of intoxicating-substances" cases. The City attorneys interact with various other law enforcement agencies while serving the public in this capacity.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

Excellence in Service to the Public (Goal 1) of the Countywide Strategic Plan is enhanced by enabling the City Attorneys' Office continuing proximity to the public they serve.

The County goal of Fiscal Responsibility (Goal 2) is implemented through the collection of County revenue in the form of monthly rent from the City of Los Angeles.

FISCAL IMPACT/FINANCING

The County will receive rental proceeds in the amount of \$180,000 over the term of the lease plus any annual adjustments in accordance with the Consumer Price Index beginning with the second year of the lease. The annual rental will be \$36,000.

The Internal Services Department (ISD) has estimated the cost to cure deferred maintenance issues within the leased premises at \$19,400. The Superior Court has agreed to initially fund this work by ISD and to be reimbursed from monthly rental proceeds. Therefore the net annual rental for the first year of the lease will be \$16,600.

The Honorable Board of Supervisors
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FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The attorneys for the City of Los Angeles have been occupying space in the Hollywood Courthouse since its completion in 1986. The current lease expired March 31, 2001 and the City has continued to occupy pursuant to the hold over provision of the lease. The terms, conditions and rental rate contained within the lease are based on a market evaluation of comparable office space in the immediate and surrounding area. The proposed full-service lease (the County is responsible for maintenance, utility and custodial expenses) will provide 2,000 square feet of office space at an annual base rental of \$36,000 which includes 11 parking spaces. The lease contains an option to extend for an additional five years, subject to the same terms and conditions. The County will perform some deferred maintenance in the leased premises and within six months of approval of the lease will paint and patch the demised premises, prime, paint or refinish doors, replace the carpeting and base cove and clean the air ducts and the air conditioning system. In anticipation of the eventual transfer of court facilities to the State of California, an addendum was negotiated with the City whereby a cancellation can be effected by either party upon a 180-day written notice.

ENVIRONMENTAL DOCUMENTATION

The leasing of office space to the City of Los Angeles is categorically exempt pursuant to Class 1, Section r of the California Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, and Section 15601 (b) (3) of the State CEQA Guideline adopted by your Board on November 17, 1987, and Section 15601 (b) (3) of the State CEQA Guidelines.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

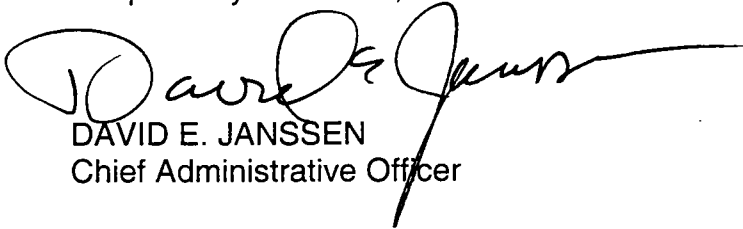
The lease renewal will continue to provide the City Attorney with office space for the administration of criminal laws and other court ordered services.

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CONCLUSION

It is requested that the Executive Officer, Board of Supervisors forward copies of the adopted Board letter, including the executed lease agreement and addendum to the copy distribution departments indicated below, and return ten originals of the executed lease and one adopted, stamped copy to the CAO, Real Estate Division, 222 South Hill Street, 3rd floor, Los Angeles, CA 90012.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "David E. Janssen", with a long horizontal flourish extending to the right.

DAVID E. JANSSEN
Chief Administrative Officer

DEJ:CWW
CB:MLT:cc

Attachment

c: County Counsel
Auditor-Controller
Internal Services Department
Superior Court

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this _____ day of _____, 2004,

BY AND BETWEEN

COUNTY OF LOS ANGELES, a body corporate and politic, hereinafter referred to as "County,"

AND

CITY OF LOS ANGELES, a municipal corporation, organized under the laws of the State of California, hereinafter referred to as "Lessee,"

WITNESSETH:

WHEREAS, County is the owner of certain real property which is not required exclusively for County use; and

WHEREAS, Lessee is desirous of using on an exclusive basis, a portion only of said real property;

WHEREAS, Lessee is willing to exercise the grant of such a lease in accordance with the terms and conditions prescribed therefor;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto and each of them do agree as follows:

1. PREMISES

1.01 County hereby grants a lease to Lessee and Lessee hereby hires and rents from County on the terms and conditions hereinafter set forth, approximately 2,000 square feet of office space within a building located at 5925 Hollywood Avenue in Los Angeles, California, as depicted on Exhibit "A" (Premises), attached hereto and by this reference incorporated herein, together with eleven (11) non-exclusive parking spaces in the parking area where the demised premises are located. All provisions of this Lease shall likewise apply to the parking use.

1.02 The demised Premises shall be used only by Lessee for the purpose of providing office space for the Office of the Los Angeles City Attorney and for such related and incidental purposes as are consistent with the above-stated use.

1.03 Lessee shall make no alterations or improvements to the Premises furnished for the conduct of the authorized activities unless written approval is first obtained from the Chief Administrative Office (CAO). All alterations are to be made at Lessee's expense and at no cost to the County.

1.04 Lessee shall remove all fixtures and personal property prior to the termination of this Lease. All alterations, remaining fixtures and remaining personal property, additions or betterments to the Premises furnished, shall become the property of the County upon the termination of the Lease unless County elects to have them removed at Lessee's expense.

1.05 Lessee acknowledges personal inspection of the Premises and the surrounding area and evaluation of the extent to which the physical condition thereof will affect the Lease. Lessee accepts the Premises in its present physical condition and agrees to make no demands upon the County for any improvements or alteration thereof except for the renovations specified in Exhibit B.

1.06 Lessee hereby acknowledges the title of County and/or any other public agencies having jurisdiction there over, in and to the Premises and covenants and agrees never to assail, contest or resist said title.

2. TERM

2.01 The term of the Lease shall commence upon signature by the County of Los Angeles and terminate five (5) years thereafter.

2.02 Lessee shall have an option to renew this Lease for an additional period of five (5) years, subject to the terms and conditions and adjusted rental rate contained herein. Lessee shall notify the County in writing not less than ninety (90) days prior to expiration of the term of Lessee's intention to exercise its option.

2.03 The County and Lessee agree to execute a memorandum of the commencement date attached hereto as Exhibit "B", and by this reference incorporated herein.

2.04 In case Lessee holds over beyond the end of the term provided with the consent, express or implied of the County, such tenancy shall be from month-to-month only, subject to the terms and conditions of this Lease. If the holdover continues beyond six (6) months, then commencing at the beginning of the seventh (7th) month, the monthly rental shall be subject to a fair market value adjustment.

2.05 Either party shall have the option of terminating this Lease upon giving the other party notice in writing at least ten (10) days in advance of such termination at the request of the State of California.

2.06 Either party shall have the option of terminating this agreement upon giving the canceled party notice in writing at least one hundred and eighty (180) days in advance of such termination.

3. PAYMENT

Lessee shall pay the County for the use granted herein the sum of THREE THOUSAND DOLLARS (3,000.00) per month in consideration for the office space it leases and ELEVEN (11) parking spaces, payable in advance. Rental payments shall be payable on the first day of each and every month of the term hereof and shall be made by check or draft issued and payable to the Franchise/Concession Section, Auditor-Controller, County of Los Angeles, 500 West Temple Street, Room 410, Los Angeles, California 90012.

4. RENTAL ADJUSTMENT

4.01 Commencing with the second (2nd) anniversary of the lease term, and for each successive one (1) year period therefrom, the rental amount set forth in paragraph 3 shall be subject to adjustment. The rent shall be adjusted in accordance with the formula set forth in paragraph 4.02. The "Base Index" shall be the index published in the month immediately preceding the month in which the Lease commences.

4.02 The method for computing the rental adjustment shall be by reference to the Consumer Price Index (CPI) for all Urban Consumers for the Los Angeles-Long Beach-Anaheim Metropolitan area, all items published by the United States Department of Labor, Bureau of Labor Statistics (1982-84 = 100) hereinafter referred to as the "Index".

The rental adjustment shall be calculated by multiplying the base rent, by a fraction, the numerator being the New Index which is the Index published in the month immediately preceding the month the adjustment is to be effective, and the denominator being the Base Index which is the Index published the month immediately preceding the month in which the Lease commenced. The formula shall be as follows:

$$\frac{\text{New Index}}{\text{Base Index}} \times \$3,000 = \text{Monthly Rent}$$

If the Index is changed so that the base year of the Index differs from that used at the commencement date of this Lease, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised during the term of this Lease, such other governmental index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised.

In no event shall the monthly rent be adjusted by the CPI formula to result in a lower monthly rent than was payable during the previous year.

5. OPERATING RESPONSIBILITIES

5.01 Compliance with Law. Lessee shall conform to and abide by all Municipal and County Ordinances and all State and Federal laws and regulations insofar as the same or any of them are applicable; and where permits and/or leases are required, the same must be first obtained from the regulatory agency having jurisdiction there over.

5.02 Signs. Lessee shall not post signs or advertising matter upon the Premises or improvements thereon unless prior approval therefor is obtained from the County, whose approval shall not be unreasonably withheld. Signs specifically relating to parking shall be allowed, but subject to the County's approval of aesthetic design.

5.03 Sanitation. No offensive matter or refuse or substance constituting an unnecessary, unreasonable, or unlawful fire hazard, or material detrimental to the public health, shall be permitted or remain on the leased Premises, and Lessee shall prevent any accumulation thereof from occurring. Lessee shall pay all charges which may be made for the removal thereof.

5.04 Security Devices. The County shall be responsible for providing security for the authorized activity.

5.05 Maintenance. The County shall be responsible for maintaining the Premises in a clean and sanitary condition. The County shall be responsible for any structural maintenance.

5.06 Utilities. The County shall be responsible for payment of all utilities (excluding telephone or related phone line data) necessary for the operation of the Premises. Lessee waives any and all claims against the County for compensation for loss or damages caused by a defect, deficiency, or impairment of any utility system or electrical/telephone apparatus or wires serving the Premises.

5.07 Examination of Premises. Lessee, after being provided twenty-four (24) hours notice in advance, shall permit authorized representatives of the County to enter the area occupied at any time for the purpose of determining whether the authorized activities are being conducted in compliance with the terms of this Lease, or for any other purpose incidental to the performance of the duties required by the Los Angeles County Code.

6. DAMAGE OR DESTRUCTION

The County agrees that should the demised Premises be damaged by fire, incidents of war, earthquake, or other violent action of the elements as to render them reasonably unfit for Lessee's use, the County shall use its best efforts within one hundred eighty (180) days of such occurrence, to repair the damaged Premises.

In the event of damage by any such cause which results in damage to forty percent (40%) or more of the net usable area of the improvements, then the County shall, at its sole discretion, either commence the repair and restoration, or terminate the Lease, in which case Lessee shall surrender the Premises to the County and shall not be obligated for any further rental under the Lease.

Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made effective on the date of such destruction. The proportionate reduction is to be based upon the proportion that the space is rendered unusable to Lessee bears to the whole thereof. Lessee shall not be entitled to an abatement of rent pursuant to this provision when the damage to the Premises is the result of negligence or intentional acts of Lessee's employees.

7. HOLD HARMLESS AND INDEMNIFICATION

Lessee agrees to indemnify, defend and save harmless the County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, expense, including defense costs, legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with Lessee's, its members, agents and invitees, operations and use of the Premises and the attraction caused by their operations on the Premises which attracts third parties and members of the general public to the Premises, including any Workers' Compensation suits, liability or expense, arising from or connected with services performed on behalf of Lessee by any person pursuant to this agreement. The obligation to defend and indemnify shall not extend to claims or liability arising as a result of the County's sole negligence or intentional acts.

8. INSURANCE

8.01 Without limiting Lessee's indemnification of County, Lessee shall provide and maintain at its own expense during the term of this agreement the following program(s) of insurance covering Lessee's operation hereunder. Such insurance shall be provided by insurer(s) satisfactory to County's Risk Manager and evidence of such programs satisfactory to the County shall be delivered to the CAO, Real Estate Division, on or before the effective date of this agreement. Such evidence shall specifically identify this agreement and shall contain express conditions that the County is to be given written notice at least thirty (30) days in advance of any material modification or termination of any program of insurance.

a. General Liability: A program including, but not limited to: comprehensive general liability, endorsed for contractual liability, independent contractor, products-completed operations, premises, broad form property damage with a combined single limit of not less than TWO MILLION DOLLARS and No/100 (\$2,000,000.00) per occurrence. Such insurance shall be primary to and not contributing with any other insurance maintained by County and shall name the County as an additional insured.

b. Workers' Compensation. A program of Workers' Compensation insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California and which specifically covers all persons providing services by or on behalf of Lessee and all risks to such persons under this lease agreement.

c. Comprehensive Auto Liability: A program of insurance endorsed for all owned and non-owned vehicles with a combined single limit of at least THREE HUNDRED THOUSAND DOLLARS and No/100 (\$300,000.00) per occurrence.

Lessee, at its sole option may elect to self-insure. To so elect, Lessee must give the County thirty (30) days written notice of its intention. Thereafter, such election shall be effective only if Lessee provides the County with the Certificates evidencing such specified coverage at least thirty (30) days prior to the effective date thereof. Lessee shall thereafter be free of its obligation to maintain commercial insurance in force for such specified coverage beyond the effective date of the certificate delivery to the County. By this procedure, the parties intend there shall be no gap in time for the required coverage.

8.02 Failure on the part of Lessee to procure or maintain required insurance shall constitute a material breach of contract upon which County may immediately terminate this agreement.

8.03 Conduct of the leased activities shall not commence until Lessee has complied with the aforementioned insurance requirements, and shall be suspended during any period that Lessee fails to maintain said policies in full force and effect.

9. TAXES AND ASSESSMENTS

The property interest conveyed herein may be subject to real property taxation and/or assessment thereon, and in the event thereof, Lessee shall pay before delinquency all lawful taxes, assessments, fees or charges which at any time may be levied by the Federal, State, County, City, or any other tax or assessment-levying body upon the Premises and any improvements located thereon. Lessee does not hereby concede that any real property interest held by it is subject to real property taxation.

10. **TRANSFERS**

Lessee shall not, without written consent of the County, assign, hypothecate, or mortgage this agreement or sublease or lease any portion of the Premises.

11. **DEFAULT**

Lessee agrees that if default shall be made in any of the covenants and agreements herein contained to be kept by Lessee, the County may forthwith revoke and terminate this agreement.

12. **WAIVER**

12.01 Any waiver by either party of any breach of any one or more of the covenants, conditions, terms and agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or agreement herein contained, nor shall failure on the part of either party to require exact, full and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this agreement or estopping either party from enforcing the full provisions thereof.

12.02 No option, right, power, remedy, or privilege of either party shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options and remedies given either party by this agreement shall be cumulative.

13. **SURRENDER**

Upon expiration of the term hereof or cancellation thereof as herein provided, Lessee shall peaceably vacate the Premises and shall remove all improvements constructed by Lessee and deliver the Premises to the County in reasonably good condition, in accordance with Paragraph 1.04 of this lease agreement.

14. **ENFORCEMENT**

14.01 The CAO shall be responsible for the enforcement of this agreement on behalf of the County and shall be assisted therein by those officers, employees, or committees of the County having duties in connection with the administration thereof.

14.02 In the event either party commences legal proceedings for the enforcement of this agreement or recovery of the Premises used herein, the other party does hereby agree to pay any sum which may be awarded to the prevailing party by the Court, the reasonable attorney's fees, and costs incurred in the action brought thereon.

15. **COUNTY LOBBYIST ORDINANCE**

Lessee is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said Code, and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which County may terminate or suspend this Lease.

16. CITY ORDINANCES

16.01 Ordinance Mandated Provisions.

a. Child Support Assignment Orders. County (and any subcontractor of County providing services to County under this Lease) shall (1) fully comply with all State and Federal and County employment reporting requirements for County's or County's subcontractor's employees applicable to Child Support Assignment Orders; (2) fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family Code Section 5230, et seq., and (3) maintain such compliance throughout the term of this Lease. Pursuant to Section 10.10b of the Los Angeles Administrative Code, failure of County or an applicable subcontractor to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders and Notices of Assignment or the failure of any principal owner(s) of County or applicable subcontractors to comply with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally shall constitute a default of this Lease subjecting this Lease to termination where such failure shall continue for more than ninety (90) days after notice of such failure to County by Lessee.

b. Living Wage Ordinance. The Lessee's Department of General Services has made an initial determination that this contract is exempt under the Living Wage Ordinance (LWO) (Section 10.37, et. seq., of the Los Angeles Administrative Code) as this contract is a lease where City is the tenant. Whether or not subject to the LWO, County shall not retaliate against any employee claiming non-compliance with the provisions of the LWO, and, in addition, pursuant to section 10.37.6©), County agrees to comply with federal law prohibiting retaliation for union organizing.

c. Non-Discrimination In Employment.

(I) General Provision. County agrees and obligates itself in the performance of this Lease not to discriminate against any employee or applicant for employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, marital status, domestic partner status, or medical condition.

17. NOTICES

Any notice required to be given under the terms of this Lease agreement or any law applicable thereto may be placed in a sealed envelope, with postage paid, addressed to the person on whom it is to be served, and deposited in a post office, mailbox, sub post office, substation or mail chute, or other like facility regularly maintained by the United States Postal Service. The address to be used for any notice served by mail upon Lessee shall be:

City of Los Angeles
Department of General Services
Asset Management Division
111 E First Street, Room 201
Los Angeles, CA 90012
Attention: Andrew Valas

with a copy of any notice to:

Los Angeles City Attorney
Real Property/Environment Division
1800 City Hall East
200 North Main Street
Los Angeles, CA 90012

or such other place as may hereinafter be designated in writing to the County by Lessee. Any notice served by mail upon the County shall be addressed to:

County of Los Angeles
Chief Administrative Office
Real Estate Division
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012
Attention: Carlos Brea,
Manager, Property Management


or such other place as may hereinafter be designated in writing to Lessee by the Chief Administrative Officer. Service by mail shall be deemed complete upon deposit in the above-mentioned manner.

[illegible]

IN WITNESS WHEREOF, Lessee has executed this Lease or caused it to be duly executed and County of Los Angeles by order of its Board of Supervisors has caused this Lease to be executed on its behalf by the Chairman of Los Angeles County and attested by the Executive Officer the day, month, and year first above written.

APPROVED AS TO FORM:

Rockard J. Delgadillo, City Attorney

By:  DCA

Date: 3/20/04

ATTEST:

City Clerk

By: _____

Date: _____

ATTEST:

Violet Varona-Lukens
Executive Officer, The Board of Supervisors

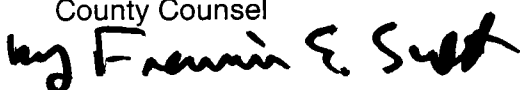
By: _____
Deputy

Date: _____

APPROVED AS TO FORM:

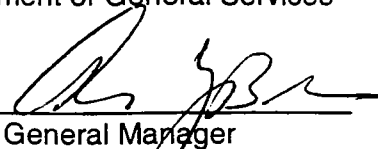


County Counsel



CITY OF LOS ANGELES

Department of General Services

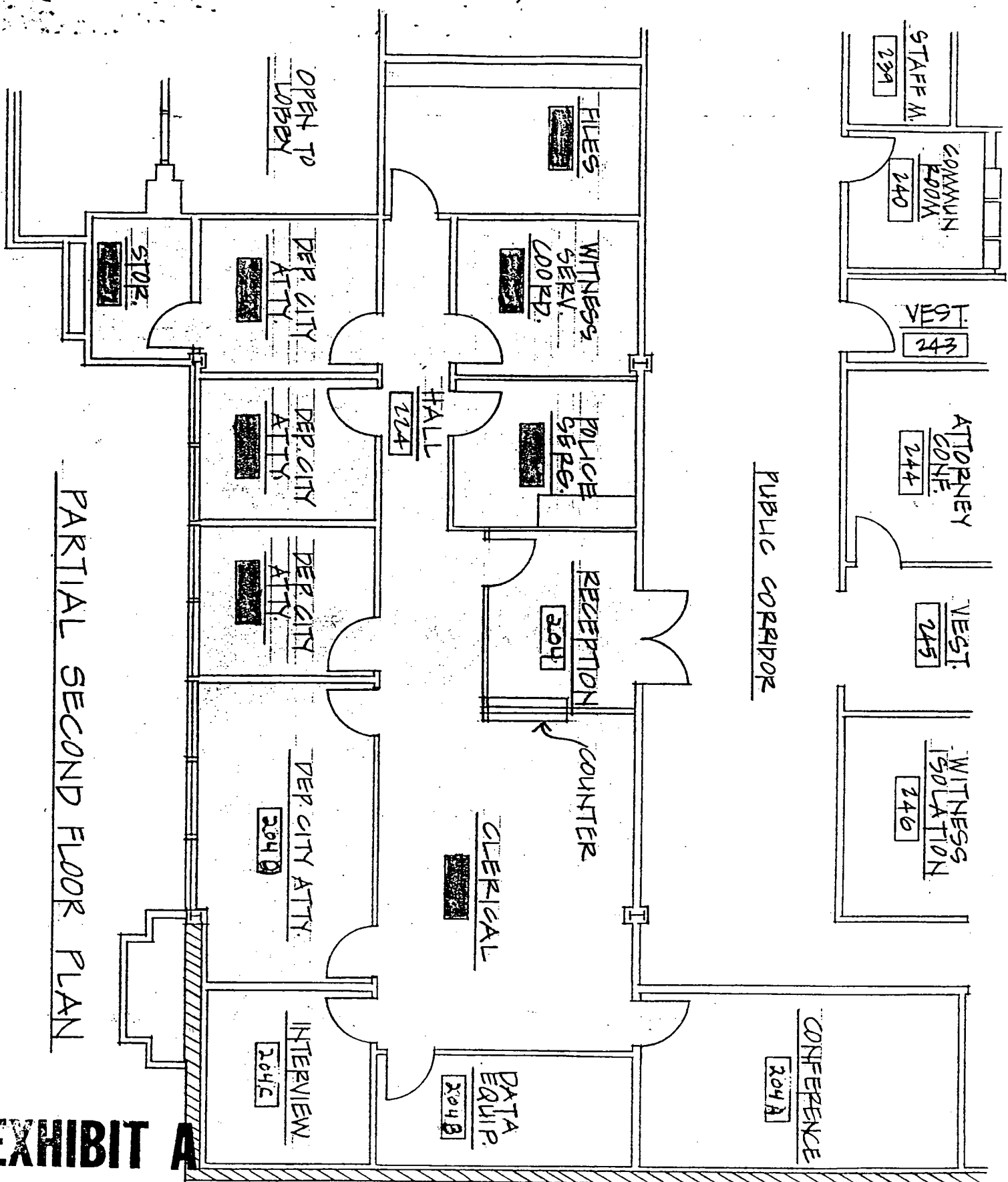
By: 
General Manager

Date: 03-15-04

LESSOR

COUNTY OF LOS ANGELES

By: _____
Chairman, Board of Supervisors



PARTIAL SECOND FLOOR PLAN

EXHIBIT A

| | | | | |
|--|--------|-----------|---------------------|--|
| COUNTY OF LOS ANGELES — FACILITIES MANAGEMENT DEPARTMENT | | | | |
| DATE | A.M.B. | SUP.DIS. | SCALE 1/8"=1'-0" | CITY ATTORNEY OFFICES HOLLYWOOD MUNICIPAL COURT 5125 HOLLYWOOD BLVD. HOLLYWOOD |
| HO.GD. | I. M. | RD. DIST. | BY | |

EXHIBIT A1

LEGAL DESCRIPTION OF THE SITE ON WHICH THE PROJECT IS TO BE CONSTRUCTED

PARCEL 1:

The Westerly Half of Lot 6, of the Brokaw Tract, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 1, Page 39 of Maps, in the office of the County Recorder of said County.

EXCEPT therefrom the Easterly 69.50 feet of the Southerly 81.00 feet.

PARCEL 2:

That portion of Lot 5 of Brokaw Tract, in the City of Los Angeles, County of Los Angeles, as per map recorded in Book 1, Page 39 of Maps, in the office of the County Recorder of said County, described as follows:

Beginning at the Northeasterly corner of the Westerly 139.5 feet of Lot 6, of said Brokaw Tract; thence Westerly along the Northerly line of said Lot 6, a distance of 139.5 feet to the Northwesterly corner thereof; thence $19^{\circ} 22' 51''$ East, along the Westerly line of said Lot 5, a distance of 30.43 feet; thence South $83^{\circ} 33' 24''$ East, a distance of 77.96 feet; thence Easterly along a tangent curve, concave Northerly and having a radius of 526.00 feet; through an angle of $5^{\circ} 39' 42''$ Arc distance of 51.98 feet to a point on the Northerly prolongation of the Easterly line of said Westerly 139.5 feet of Lot 6, a distance along said Northerly prolongation, 15.59 feet Northerly, from said Northeasterly corner of the Westerly 139.5 feet of Lot 6; thence Southerly along said Northerly prolongation, a distance of 15.59 feet to the point of beginning.

PARCEL 3:

The East 69.50 feet of the South 81.00 feet of the West Half of Lot 6 of the Brokaw Tract, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 1, Page 39 of Maps, in the office of the County Recorder of said County.

EXHIBIT "B"

MEMORANDUM OF COMMENCEMENT DATE

This Agreement is dated this _____ day of _____, 2003, for reference purposes only, by and between LESSOR, COUNTY OF LOS ANGELES AND CITY OF LOS ANGELES, LESSEE

1. The parties hereto have entered into a Lease dated as of _____ (the "Lease") for the leasing of a portion of the building by Lessor to Lessee, located at the 5925 Hollywood Boulevard, Los Angeles, California ("the Premises")

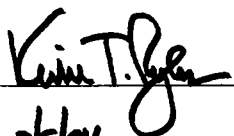
2. Lessor and Lessee hereby confirm the following:

- (a) The Lessor will patch and paint walls in various interior work areas of the City Attorney's Office of approximately 7000 square feet within six months of the signing of the lease by the County.
- (b) The Lessor will prime and paint 12 doors and doorframes within six months of the signing of the lease by the County
- (c) The Lessor will prime and refinish existing double entry doors with a clear finish within six months of the signing of the lease by the County.
- (d) The Lessor will remove and replace approximately 225 square yards of carpet in various work areas within six months of the signing of the Lease by the County.
- (e) The Lessor will install approximately 1200 lineal feet of rubber base cove
- (f) Lessor will clean the air ducts within six months of the signing of the lease by the County.
- (g) That Lessor will repair the air conditioning system and maintain it so that it remains operational for the term of the lease.
- (h) That the term of the Lease commenced _____.

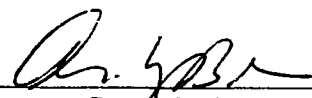
**ADDENDUM TO LEASE AGREEMENT
5925 HOLLYWOOD BOULEVARD**

The parties agree that either party may terminate this lease for any reason by giving the other party not less than one hundred and eighty days (180) days prior written notice.

APPROVED AS TO FORM:
ROCKARD J. DELGADILLO, City Attorney

By: 
Date: 8/5/04

LESSEE:
CITY OF LOS ANGELES
Department of General Services

By: 
General Manager
Date: 8-23-04

ATTEST:
J. MICHAEL CAREY, City Clerk

By: _____
Date: _____


ATTEST:
VIOLET VARONA LUKENS
Executive Officer, The Board of Supervisors

By: _____
Date: _____

LESSOR:
COUNTY OF LOS ANGELES

By: _____
Date: _____

APPROVED AS TO FORM:
OFFICE OF COUNTY COUNSEL

By: 
Deputy Francis E. Scott
Date: 9-1-04

(#104572)

